

Plaintiff's

Exhibit A

*“Defendant CardWorks Servicing,
LLC’s Response to Plaintiff’s First
Set of Interrogatories”*

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BOARD CERTIFIED IN CONSUMER AND COMMERCIAL LAW
by the Texas Board of Legal Specialization

September 2, 2011

Via Certified Mail RRR 7007 3020 0000 4700 7502

Jerry P. Stevens
1516 South Lamar # 12
Austin, Texas 78704

Re: Case No. 1:11-cv-00397-LY; *Jerry P. Stevens v. CardWorks Servicing, LLC and Advanta Bank Corp.*; In the United States District Court for the Western District of Texas, Austin Division

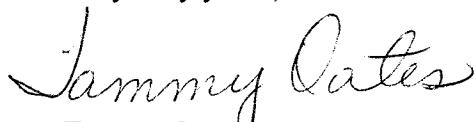
Dear Mr. Stevens:

Please find enclosed the following document(s) in the above-referenced matter:

- 1) Defendant, CardWorks Servicing, LLC's Objections and Answers to Plaintiff's First Set of Interrogatories.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,


Tammy Oates
Secretary to Hollis G. Price, Jr.

/tdo

Enclosure

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

JERRY P. STEVENS,)
)
Plaintiff,)
)
v.) Civil Action File No. 1:11-cv-00397-LY
)
CARDWORKS SERVICING, LLC, and)
ADVANTA BANK CORP.)
)
Defendants.)
)

**DEFENDANT, CARDWORKS SERVICING, LLC'S
OBJECTIONS AND ANSWERS TO PLAINTIFF'S FIRST SET OF
INTERROGATORIES**

TO: Plaintiff, Jerry P. Stevens, 1516 South Lamar #12, Austin, Texas 78704.

COMES NOW, Defendant, CARDWORKS SERVICING, LLC (hereinafter referred to as "CWS"), who files and serves the following Objections and Answers to Plaintiff's First Set of Interrogatories in accordance with the *Federal Rules of Civil Procedure*.

Respectfully submitted,

BUSH & RAMIREZ, L.L.C.



W. Keith Wier; State Bar No. 21436100
Federal ID: 7930
Hollis G. Price, Jr.; State Bar No. 16290020
Federal ID: 1149095
24 Greenway Plaza, Suite 1700
Houston, Texas 77046
713/626-1555 Telephone
713/622-8077 Facsimile

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing has been forwarded to all counsel of record via facsimile and/or certified mail return receipt requested on this the 1st day of September, 2011, as follows:

J.P.S.
Via Certified Mail RRR 7007 3020 0000 4700 7502

Jerry P. Stevens
516 South Lamar #12
Austin, Texas 78704

Hollis G. Price, Jr.
Hollis G. Price, Jr.

**DEFENDANT, CARDWORKS SERVICING, LLC'S
OBJECTIONS & ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

PRELIMINARY STATEMENT

(A) The following responses are based upon information presently available to Defendant that it believes to be correct. Said responses are made without prejudice to Defendant's right to utilize subsequently discovered facts.

(B) No incidental or implied admission of fact by Defendant is made by the responses below. The only admissions are expressed admissions. The fact that Defendant has answered any request, any interrogatory, or produced any document herein may not properly be taken as an admission that it accepts or admits the existence of any fact set forth or assumed by such request, or that such response constitutes admissible evidence. The fact that Defendant has answered part of all of any interrogatory is not intended to and shall not be construed to be a waiver by Defendant of all or any part of any objection by Defendant to the admissibility of evidence at trial or the relevance of the response.

(C) The responses to the interrogatories may be supplemented by Defendant's further investigation and acquisition of information which it does not either possess or recall at this time. However, any such further supplementation shall be made only in accordance with the Federal Rules of Civil Procedure.

(D) Defendant shows that, notwithstanding any of the "definitions" or preliminary instructions contained within Plaintiff's Interrogatories, Defendant will provide responses which are required pursuant to the Federal Rules of Civil Procedure.

(E) As to any of the "definitions" which precede Plaintiff's Interrogatories and which seek information or documents which include trial preparation and/or privileged materials or communications, Defendant objects.

(F) The information supplied in these answers is not based solely upon the knowledge of the executing party, but includes knowledge of the party, its agents, its representative and attorneys, unless privileged.

(G) The word usage and sentencing structure may be that of the attorney assisting in the preparation of the answers and, thus, do not necessarily purport to be the precise language of the existing parties.

(H) The objections asserted by Defendant below are asserted in good faith, based upon counsel's evaluation of Defendant's discovery obligations under the Federal Rules of Civil Procedure. Nevertheless, Defendant, through counsel, offers and stands ready to confer with the Plaintiff's counsel in an effort to resolve or narrow, to the greatest extent possible, any dispute between the parties concerning Defendant objections.

(I) This preliminary statement is incorporated in each of the responses set forth below.

DEFENDANT'S
GENERAL OBJECTIONS TO PLAINTIFF'S INTERROGATORIES

Defendant objects to the information sought in Plaintiff's Interrogatories (hereinafter, "interrogatories") on the grounds that they seek disclosure of Defendant's confidential and proprietary business information. Defendant further objects to these interrogatories to the extent that they seek the disclosure of information which would unduly invade the privacy rights of persons not party to this litigation or to whom Defendant has a duty of confidentiality.

Defendant objects to these interrogatories to the extent they seek the discovery of information prepared in anticipation of litigation, protected by the work product doctrine and privilege, attorney-client privilege or which information is beyond the scope of permissible discovery under the Federal Rules of Civil Procedure. Defendant objects to the release of any

information protected by the attorney-client privilege or the attorney work product doctrine. Defendant construes these interrogatories to exclude documents, information and communications exchanged with counsel in this and other litigation.

Defendant objects to these interrogatories as many terms utilized are without definition and are capable of numerous interpretations. These interrogatories would have Defendant speculate at its detriment as to the definition of said terms and, therefore, cannot properly respond.

Defendant objects to the Plaintiff's instruction that these interrogatories are deemed to be continuing as going beyond the scope of the Federal Rules of Civil Procedure. Defendant will supplement its answers, if required to do so.

Subject to, and without waiving the above and foregoing objections, Defendant provides the following responses to Plaintiff's First Interrogatories:

Interrogatory No. 1: Identify the names, addresses, and telephone numbers of all persons who supplied information responsive to these interrogatories.

Response: Defendant CWS objects to Interrogatory No. 1 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights.

Interrogatory No. 2: Identify the names, addresses, and telephone numbers of all persons who have personal knowledge of any of the facts, events, or matters that are alleged in Plaintiff's complaint, your answer, anticipated answer and/or defenses thereto and describe and explain your understanding of the matters on which the persons named have knowledge.

Response: Defendant CWS objects to Interrogatory No. 2 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights. Further, Defendant CWS specifically objects to this interrogatory as cumulative or duplicative and the information can be obtained from another source that is more convenient and less burdensome.

Interrogatory No. 3: Identify all correspondence or documents that refer or relate to any correspondence or communication between you and any other person relating or referring to the facts, acts, events, or matters alleged in Plaintiff's complaint, or your answer, anticipated answer and/or defense thereto.

Response: Defendant CWS objects to Interrogatory No. 3 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights.

Interrogatory No. 4: Identify each person whom you may call as an expert witness at trial including name, business address, and telephone number, and the substance of the facts and opinions to which the expert may testify, and summarize the grounds for each opinion.

Response: Defendant CWS objects to Interrogatory No. 4 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration

agreement which provides Defendant CWS those rights. Further, Defendant CWS specifically objects to this interrogatory as this request seeks information in an impermissible form. Expert identification and release of expert reports and opinions are subject to the Courts scheduling order in this case and will be provided in accordance with that order.

Interrogatory No. 5: Identify the names, address, and telephone numbers of all persons who accessed, obtained, used, viewed and/or came into possession of Plaintiff's consumer credit report which you accessed on August 30, 2010.

Response: Defendant CWS objects to Interrogatory No. 5 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights.

Interrogatory No. 6: Please explain and describe each provision in your subscriber contract, which was in force and existence with Trans Union, LLC f/k/a Trans Union Corporation, Experian, and Equifax, between August 1, 2010 and August 1, 2011.

Response: Defendant CWS objects to Interrogatory No. 6 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights.

Interrogatory No. 7: Please list, explain, and describe documents known to you or believed by you to exist concerning the events described in Plaintiff's complaint, or concerning any event which is the subject of any defense you have raised to this lawsuit.

Response: Defendant CWS objects to Interrogatory No. 7 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights. Further, Defendant CWS specifically objects to this Interrogatory as overly broad and unduly burdensome as it calls for a narrative more appropriate for a deposition.

Interrogatory No. 8: Please identify each employee or non-employee expert witness you believe may have formed any opinion or consulted with you about the facts or basis of this lawsuit or any defense or allegation you have raised in this lawsuit.

Response: Defendant CWS objects to Interrogatory No. 8 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights. Further, Defendant CWS specifically objects to this interrogatory as this request seeks information in an impermissible form. Expert identification and release of expert reports and opinions are subject to the Courts scheduling order in this case and will be provided in accordance with that order.

Interrogatory No. 9: Please identify all individuals known to you or your attorney who are not witnesses, but who you have reason to believe have knowledge pertinent to the events at issues as alleged in Plaintiff's petition, and provide a brief summary of the facts to which each such person could testify. For each person state the following:

- a. Whether such person is affiliated with, or related to, or employed by any party (or its agents, servants, officers, or employees) to this lawsuit;
- b. If any of the persons so listed in response to this interrogatory do not fit the characterization in subpart A above, please describe the nature of their involvement in this lawsuit;
- c. Please explain and describe your understanding of their knowledge of such facts.

Response: Defendant CWS objects to Interrogatory No. 9 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights. Further, defendant specifically objects to this interrogatory as cumulative or duplicative and the information can be obtained from another source that is more convenient and less burdensome. Further, this request is cumulative or duplicative of Interrogatory No. 2.

Interrogatory No. 10: Please state whether any of the individuals listed in the answers to the preceding interrogatories have given any statement(s) to you and, if so, please identify the individual giving the statement, identify the individual to whom the statement was given, the date of the statement, and whether or not the statement was written or recorded and, if it was written or recorded, identify the individual presently in possession of it.

Response: Defendant CWS objects to Interrogatory No. 10 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights.

Interrogatory No. 11: Please list each exhibit which you may attempt to introduce as evidence at the trial of this case, or which has been used or referred to by any expert witness on your behalf.

Response: Defendant CWS objects to Interrogatory No. 11 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights. Further, Defendant CWS specifically objects to this interrogatory on the basis that it exceeds and violates the scope of permissible interrogatory questions. This interrogatory is further objected to because this Defendant CWS believes that the Plaintiffs are essentially requesting the responding party to "marshal" all of its available proof or the proof the party intends to offer at trial.

Interrogatory No. 12: For each paragraph of Plaintiff's complaint which you deny the allegations, please explain and describe any facts which you believe may support each denial.

Response: Defendant CWS objects to Interrogatory No. 12 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights. Further, Defendant CWS

specifically objects to this Interrogatory as overly broad and unduly burdensome.

Privilege: Information that may be responsive to this request is privileged and has been withheld pursuant to the work-product protection or the attorney/client privilege.

Interrogatory No. 13: Have you ever been involved in other legal action, either as a Defendant CWS or a Plaintiff where allegations were raised concerning improper use of personal or financial data, or where credit report access issues were involved? If so, please state:

- a) The date and place each such action was filed and identifying the other party or parties involved, the docket number of such actions, and the names of the attorneys representing each party;
- b) A description of the nature of each such action; and
- c) The result of each such action, whether there was an appeal, and the result of the appeal, and whether such case was reported and the name, volume number, and page citation of the report.

Response: Defendant CWS objects to Interrogatory No. 13 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights. Further, Defendant CWS specifically objects to this Request as overly broad and unduly burdensome in that it is not limited in time and overly broad in scope. In addition, this Request is objectionable in that it is not relevant because it is not reasonably calculated to lead to the discovery of admissible information on the issues of liability or damages. Defendant CWS further

objects on the grounds that the information sought is public information and Plaintiff has ample opportunity to discover this information from public sources.

Interrogatory No. 14: Please explain and describe any complaints, reprimands or other negative feedback you have received about either: (1) any employee who engages in telephone calls or sends letters for the purpose of attempting to collect an alleged “debt” or to collect an alleged “account,” regardless of the nature of the complaint(s) or reprimand(s); and/or any (2) any employee regarding the use of your direct access terminals or credit reporting services.

Response: Defendant CWS objects to Interrogatory No. 14 on the basis that this Court does not have subject matter jurisdiction. Defendant CWS asserts that Plaintiff has agreed to arbitrate the claims brought in this action, Defendant CWS elects to exercise those arbitration rights, and Defendant CWS provides herein a copy of the arbitration agreement which provides Defendant CWS those rights. Further, Defendant CWS specifically objects to this Request as overly broad and unduly burdensome in that it is not limited in time and overly broad in scope. In addition, this Request is objectionable in that it is not relevant because it is not reasonably calculated to lead to the discovery of admissible information on the issues of liability or damages.

ADVANTA BUSINESS CARD AGREEMENT

G CONVENIENCE CHECK PAYMENTS: Due to the nature of Convenience Checks, we cannot guarantee the availability of funds in your account at all times. Although we may attempt to do so in response to a request from you or for our own purposes, we may change an Account fee in that connection, we have no liability for failure to do so.

H CREDIT PURCHASEES: We reserve the right to limit, from time to time and without notice, the amount we will extend to you under a Credit Purchase, Cash Advance or other Account transaction. We are not responsible for any refusal by us to extend credit to you if (a) you are not a member of our Cardholder group, (b) you are not a member of our family, (c) you are not a member of our household, or (d) above, you may advise us of your address in Paragraph 5.

I CREDIT CARD AGREEMENT: We may sell, assign or transfer any or all of our rights and obligations in the Account and/or the rights and obligations of any of your rights or obligations under this Agreement to anyone else at its sole discretion. You may not assign to anyone the Account or any of your rights or obligations under this Agreement.

J CREDIT CARD CONVENIENCE CHECKS: We may terminate or block the use of any Card at any ATM, at our discretion, if we believe that such use is inconsistent with the terms and conditions of this Agreement.

K CREDIT CARD PRIVILEGES: We may terminate or block the use of any Card at any ATM, at our discretion, if we believe that such use is inconsistent with the terms and conditions of this Agreement.

2. CREDIT LIMIT: We will establish a minimum on the Account (the "Credit Limit"). The Credit Limit is ordinarily specified in the Credit Acceptance letter and on periodic billing statements.

2. CREDIT LIMIT: We will establish a maximum for the amount of credit available on the Account (the "Credit Limit"). The maximum outstanding balance is not to exceed your Credit Limit. You can still charge you for all Purchases, Cash Advances and other transactions without giving up any of our rights, we can assess an amount in excess of the Credit Limit. If you exceed your Credit Limit, we will charge you interest on the amount in excess of the Credit Limit at the rate of 18% per annum. We will not have the right to do so, however, if we choose without giving up or waiving any of our rights, and it does not mean that we have to honor other uses which would cause your Credit Limit to be exceeded. From time to time, we may temporarily increase or decrease your Credit Limit, as we deem appropriate. We may also establish certain time periods during which we will not increase or decrease your Credit Limit.

3. FOREIGN CURRENCY AND INTERNATIONAL TRANSACTIONS: Account transactions made in currencies other than the US dollar in currencies other than US Dollars are converted to US Dollars at the exchange rate in effect from time to time by us

Account programs and features (such as Cash Back and other rewards programs), slightly for Introductory and/or promotional rates and/or offers, or otherwise, (ii) imposes the Limit Hold as set out in Paragraph 6; (i) cannot pay your Credit Protection and/or Credit Insurance; (ii) creates any outstanding balance on the Account from funds in any deposit or investment account you have with us or our affiliates (subject to the terms of any such account and applicable law); in evaluating any event of default, we may consider the length of time your Account has been open; (iii) the extent, seriousness, and timing of that event; and other factors relating to your Account Use and performance. Upon our demand, you will immediately pay the outstanding Account balance in full and return all Cards and unused Convenient Checks.

Agreement, including (without limitation) changes that affect existing provisions on balances, fees and/or finance charges as well as changes that add new providers to previously-existing provisions, upon written notice as required by applicable law. Any changed, amended or added fee, charge, interest rate, fee or charge or minimum payment amount (whether increased or decreased) or other account term or Agreement provision shall be effective as to both the outstanding account balances and future transactions unless our note specifically provides otherwise. We consider, and you agree, that you have accepted any change if you keep or use the Card or the Account after the effective date of the change.

13. BILLING STATEMENTS AND ERRORS: We send periodic billing statements to the Business and/or to the consumer, indicating the amounts due and the account balance. If you do not receive a statement, you may request one by calling us at the number listed above.

14. TERMINATION OF ACCOUNT AND REDUCTION OF CREDIT: We may terminate the Account or reduce purposes. Within 60 days of the issue date appearing on the statement, we will consider the statement correct for all purposes.

15. MERCHANT CLAIMS. You agree to assert all defenses, complaints, rights and claims [Merchant Claims] against us or any other persons acting on our account which notice need not be in advance), and regardless of whether you are in default under the Agreement. Your rights under the Account will be terminated or modified accordingly. If the Account is terminated or the Credit Limit is reduced you must continue to make such required periodic payment until the Account is paid in full unless payment of the Account balance is demanded. The Account, until paid in full, continues to be subject to any amendment made to this Agreement pursuant to Paragraph 12.

15. INTEGRATION. This Agreement contains the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, between the parties relating thereto. No provision of this Agreement shall be deemed to create any fiduciary relationship between the parties.

16. RETENTION OF DRAFTS. You agree that, at the time you make a Cash Advance (except for ATM transactions) or make a Purchase or other transaction, you will sign and retain a copy of the draft or other document which evidences the transaction. The absence of such a draft or document, or the absence of your signatures, does not relieve you from liability for an amount properly charged on the Account.

17. COLLECTION: You agree that if you do not pay on the Account as agreed or are otherwise in default, you will accept telephone calls from us or on our behalf at your home and your place of business regarding collection of amounts owing on the Account. You understand that these calls may be automatically dialed and a recorded message may be played. You agree such calls are not "unsolicited" calls for purposes of applicable law. You also agree that except to the extent prohibited by applicable law, we and/or our representatives may also communicate with you by other means including (without limitation) fax or telecopier, Internet, US mail, e-mail, courier delivery, and personal visit.

10. ACCOUNT USE-AT-TERMINATION. Use of the account and/or card and/or Convenience Checks after notice of revocation is fraudulent and may subject you to civil liability and/or to prosecution.

11. CANCELLATION. The Spring Indefinite or Higher successor can cancel the account by defining to us written or oral notice that you wish to do so. Cancellation of the account will not use the account to cancel the account as to all of you. Upon receipt of your cancellation notice, you agree that we will not use the account to obtain additional credit or for any other purpose, and that you will promptly destroy all cards and unused Convenience Checks by mailing them in full and returning to us at the address in Paragraph 5, Cancellation of

The Account does not affect your obligation to pay any Amounts due and owing on the Account at the time of cancellation or property securing thereon, and you continue to be bound to make payments pursuant to this Agreement until the Account is paid in full. The Account, until paid in full, continues to be subject to any amendment made to this Agreement pursuant to Paragraph 12.

20. ADDRESSES - NOTICES - ACTIONS: You agree to keep us informed of your address and how to contact you, if you move, you will furnish your new address and telephone number on the return stub of the periodic billing statement or via one of our many channels of communication. You agree that whenever we are communicating with you, we shall do so via one of our normal channels of communication.

address to give you notice) we may conclude) presume that we have given it to you at the last address known to us as shown on our records. Whether, as part of a periodic billing statement or otherwise, all notices regarding the Account can be given to any Carpenter, and when given are effective as to all Carpenters, and any action taken or agreement made by any such Carpenter shall bind all Carpenters.

21. CREDIT INVESTIGATION AND REPORTING: You authorizes us to make whatever credit investigation we believe is proper to avail itself of your credit, financial standing and employment, including (but not limited to) ordering and receiving reports from your bank, bureaus, credit agencies and, if requested, on you. Separate, independent of the services provided hereunder, you agree to pay all costs and expenses incurred in connection therewith.

Business and any Creditors. We shall do all fair deals and from time to time a) before the Account is opened b) while the Account remains open; and c) after the Account is closed, so long as any Amounts Due are outstanding. We shall not discriminate between you and any other person or business which involves us in the same or similar manner and in the same or similar circumstances. You authorise us to report and exchange your credit experience with you, to respond to legitimate requests for information about you by creditors who we reasonably believe are (or are likely to become) doing business with you. (This means we may report information, including negative information, about your Account to credit bureaux, and have no obligation to remove or otherwise delete or correct any information about you from our records.)

your credit obligation under the Agreement may be reflected in your credit report.) You authorize your employers (past and present, and future) and other references to release and/or furnish information to us at any time. You agree to promptly provide to us such financial and other information about yourself and the Business as its principals (corporate officers, general partners or owners, as applicable) as we may request from time to time, and permit us to inspect, confirm and copy your books and records at any time during our business hours. You also agree to promptly provide us such information, documents and documents about the Business's continued existence and good standing and your employment and/or connection with it, as well as its continuing authority to do business, as we may request from time to time.

22. ACCOUNT INFORMATION: You authorize us to (a) release information from our records about you and the Account in response to any summons, request or subpoena issued by any individual, state or federal agency

payment due is normally the sum of (1) 2.25% of the New Balance or \$10, whichever amount is greater, plus (2) any monthly accrued fees and charges we elect to include. If the New Balance is less than \$10 you pay only the balance.

In addition, if the New Balance minus the minimum payment due exceeds the credit limit, the difference between both amounts may be added to your minimum payment due. (We may change your minimum payment due for any billing cycle to a different minimum payment which could include the finance charges assessed for that billing cycle, plus (2) any monthly accrued fees and charges we elect to include, plus (3) any additional amount that is past due, plus (4) an amount we require for Account amortization, or any other contribution to your account.)

Account elements and amounts may vary. We may do so if your Account is subject to new regulations or no longer meets our requirements for inclusion in our program.

In good standing, or in any other circumstance in which we determine that such a change is appropriate, we disclose the amount of any such changed minimum payment to you on your periodic billing statement. And we may elect to remove off, round up or truncate any minimum payment and/or any of the elements of any minimum payment calculation.

Finance charges continue to be assessed during any period when there is an outstanding account balance. Payments and credits posted after your Payment Due Date or closing off any account will not affect the balance owing.

We accept or partial payments, as well as payments that are marked "Payment in full" or with other restrictive endorsements, without regard to any of our rights under this Agreement or before bound by any such endorsement.

Similarly, we are not bound by any proposal you may make in connection with the settlement of any account balance or any other matter, whether or not it recommends an account payment and whether or not it contradicts or purports to amend any provisions of this Agreement including (but not limited to) this Paragraph 6 and whether or not it purports to become effective without our express agreement (that is, by "negative option") based upon such things as the passage of time or our failure to object or respond, unless we specifically and affirmatively agree to be bound by it in writing signed by our authorized officer or representative. Communications regarding disputed charges and settlement proposals must be directed to the address for such matters shown on your periodic billing statement.

must be received by us at address as on or before the specified date on the Payment Due Date stated on your periodic billing statement and must conform to any specific requirements for making payment which appears with or on your billing statement. Payments tendered to us or our agent at a location other than the address stated on your periodic billing statement will be returned to us at the address specified. If a payment is returned to us unpaid or discounted for any reason, or if your Account is otherwise in default, or if we otherwise deem appropriate, we may impose a Credit Limit hold on one or more payments we receive thereafter on your Account such that although the payment will decrease your outstanding balance as of the payment date posted, it will not increase or restore your available Credit Limit for a period of up to twenty-one (21) days after posting.

We are not entitled to accept any payment in an amount which exceeds your outstanding account balance or which would produce a credit account balance. But if we accept such a payment or otherwise generate a credit account balance, your available Credit Limit is not increased by the amount of that overpayment or credit balance, and we are not entitled to authorize or process transactions for amounts in excess of the Credit Limit, or to treat that overpayment or credit balance as a deposit or interest-bearing loan, or to issue a refund or credit of any portion of that overpayment or credit balance except in response to your express request that we do so (or otherwise as provided by applicable law).

fees are due at any time we receive them, we and our affiliates, enroute to you or to us, may deduct any payments or credits posted that day. This gives us all of the daily balances (excluding days which end with a credit balance) and divide each sum by the number of days in the billing cycle. This gives us **Average Daily Balance**. Purchases and any other separately calculated Account then combine the Average Daily Balances for Cash Advances. All fees charged to your Account are added to the appropriate components to get the Account Average Daily Balance.

1. Billing cycle: is a recurring period of time, usually approximately 30 days, during which account charges and credits are accumulated and for which a periodic billing statement is issued. The last day of a billing cycle is its Billing Cycle Closing Date. Billing cycles do not normally coincide with calendar months, and a billing cycle that is identified or labeled as the billing cycle for a particular calendar month or other period is the cycle for its Billing Cycle Closing Date in that month or period. (For example: Your Account's "January Billing Cycle" is the billing cycle which has its Billing Cycle Closing Date in January.)

Make this request minimum fifteen days on the account in the manner and by the time of day on the Payment Due Date that are specified on your periodic billing statement; (b) you fail to pay agreed or otherwise default on any other obligation you have with us, with any of our affiliates or with any other creditor; (c) you break any of your promises under the Agreement; (d) you become generally unable to pay your debts, or cease doing business as going concern, or discontinue your employment or other active role with the Business; (e) any other character has by legal process to take money of yours in your possession; (f) you provide us with any false or misleading information or signatures in connection with the account or its credit application; (g) any other account with us; (h) you file the filing of a petition or starting of bankruptcy or insolvency proceedings against you or any other account with us; (i) you file a petition or starting of bankruptcy or insolvency proceedings against us.

other proceedings under the Federal Bankruptcy Code or any state insolvency statute by or against you; (ii) The Credit Limit of the Account is exceeded; (iii) We determine that you present a risk of future non-payment for your Account obligations; (iv) the basis on which we determined your creditworthiness and eligibility for your Account terms has changed; (v) your Account is closed for any reason, or you fail to use your Account for new transactions for a number of consecutive billing cycles determined by us; (vi) you communicate, attempt to communicate, with us or any of our employees or agents in a manner that we deem to be inappropriate or unauthorized or threatening as to abusing our employees, or attempting to perform Account transactions or use our Websites or other support facilities other than in the manner

contemplated by our systems and procedures); or (iv) you use, or attempt to use, a Card or Account for any transaction which you purport to purchase goods or services, or which has no apparent legitimate business purpose, or which would constitute fraud or a violation of applicable law or regulatory guidance or a violation of any business's merchant bank terms and conditions agreement and/or applicable card issuer membership organization rules.

11. RIGHTS UPON AN EVENT OF DEFAULT: If, at any event of default occurs, we may do any or all of the following, without active notice to you: (a) declare the outstanding balances owing on the Account to be immediately due and payable; (b) allow you to repay the account subject to the terms and conditions of this Agreement; (c) refuse to pay any or all amounts due under the Account or any of your obligations; (d) immediately terminate the services; (e) suspend or terminate the use of the Account or other windfalls or a charge; (f) immediately terminate the services; (g) advise your Account picting and/or the formula we use to calculate the minimum payment due on the Account, either as set out in your Account picting and/or otherwise; (h) consider the Account for review in accordance with the applicable laws in your jurisdiction; and (i) commence the Account for review in accordance with the applicable laws in your jurisdiction.

can issue membership organizations. These regulations and procedures currently provide that the currency conversion rate to be used is either (a) a wholesale market rate, or (b) a government-mandated rate in effect at the conversion processing date or on the previous day. Any such conversion may occur on a date other than the transaction date, and the currency conversion rate may be different from the rate in effect on the transaction date and from the rate available to the membership organization. We do not determine the currency conversion rate or receive any profit of them. We may change our a separate fee in connection with such transactions.

4. CARD AND CONVENIENCE CHECK ISSUANCE. All Cards and Convenience Checks are issued Cashmembers pursuant to this Agreement. We can cancel your authority to use the Cards and Convenience Checks at any time without notice. You must discontinue using and return all Cards and unused Convenience Checks to us at our request. Only Convenience Checks supplied by the Issuer shall be honored. Convenience Checks are treated as Cash Advances for the purposes of computing finance charges regardless of how they are used. Convenience Checks paid by you will not exceed the portion of your Credit Limit we authorize from time to time available for Cash Advances. Convenience Checks paid by you are not returned to you. If we disonor Convenience Check for any reason, we may assess a Convenience Check dishonor fee. If we offer you an opportunity to design your Card with a business name design and/or logo, we warrant and represent that you, the lawful owner or licensee or user of any such name, design and/or logo which you provide, and that you will indemnify us and our affiliates for any claim arising out of the use of that name, design and/or logo in connection with your Cards or your Account.

5. Billed Amounts Due. means the total of the following items remaining unpaid on the Account at any given time: (i) all Purchases, Balance Transfers, Convenience Checks, Cash Advances and other transactions, plus applicable finance charges, fees and other charges, minus any credits and payments. The Business promises to pay us all Amounts Due in connection with all Cards and Convenience Checks issued to the Business, to the Signing Individual and to any other Cardholders, or otherwise requested or charged with respect to the Account. The Signing Individual, in addition to and jointly with the Business, promises to pay us all Amounts Due connection with all Cards and Convenience Checks issued to the Business, to the Signing Individual and to any other Cardholders, or otherwise requested or charged with respect to the Account. The Signing Individual, in addition to and jointly with the Business, promises to pay us all Amounts Due

You are liable for the repayment of everything owned by you on the Account even if we do not follow all of the legal procedures (such as diligence, demand, presentation and notice and protest) which we might be required to follow in the absence of this waiver. In addition, you consent to any consequence that may result from our failure to do so. This waiver does not affect your obligations under the Agreement with respect to time of payment or amount of payment at any time before the effective date of this Agreement. No waiver, consent or approval by us will be effective unless it is in writing and signed by our authorized officer or representative, including acts of omission, when respect to ramifications on the Credit Card or Debit Card account(s) or other accounts.

Lake City, Utah 84130-0715. You will not be liable for any unauthorized use of your Card which occurs after
the date of the loss, theft or unauthorized use of your Card and Convenience Checks. Additionally, you may be liable
for losses resulting from negligent actions by you, your agents or authorized cardholders. If you believe that
your Card or Convenience Checks are lost, stolen, or being used in an unauthorized manner, you agree to notify
us immediately, either orally or in writing (by telephone, you must contact the telephone call in writing). You can
call us toll-free at: 1-800-705-7255 and/or write us at: American Bank Card Company, Security Division, P.O. Box 38175
Lake City, Utah 84130-0715. You will not be liable for any unauthorized use of your Card which occurs after

occurring prior to notification will not exceed the lesser of \$50 or the amount of money, property or services provided by such user. HOWEVER, IF ANY CARDHOLDER IS A BUSINESS OR ORGANIZATION EMPLOYEE OF A BUSINESS PARTNER WHICH PROVIDES CARDS ISSUED BY US TO TEN (10) OR MORE OF ITS PARTNERS, PRINCIPALS OR EMPLOYEES, THEN THAT BUSINESS OR ORGANIZATION'S LIABILITY FOR UNAUTHORIZED USE OCCURRING PRIOR TO NOTIFICATION IS UNLIMITED.

payments in US Dollars payable through a US financial institution, either by check or money order payable to us at the location and in the manner specified on your periodic billing statement or in any other manner (such as by electronic fund transfer) that we agree to and provide procedures for. You agree not to make any payment on the Account with a Cash Advance, Convenience Check or other transaction using funds charged to or drawn from the Account or any other account you have with us or our affiliates, except transfers of funds from deposit or investment accounts that we agree to and provide procedures for. (We may process your payment

Information such as check amount, routing number and check number or a digital image of the check, or some other suitable instrument, rather than the actual check, to your bank and your bank's record of that payment may appear as an automatic debit, substitutable check, or other electronic transaction rather than a negotiable paper check). Application of payment and credit amounts to the various components of any Arrears Due (including transactions posted but not yet billed) will be at our discretion, will initially include (among other things) application of payments and credits to fees, finance charges and insurance premiums before principal amounts, and to components bearing lower interest rates (such as introductory or promotional rates), before components bearing higher interest rates, and very may from time to time.

You can pay your New Balance in full each month or you can pay it in monthly installments. If you pay in installments, you must pay at least the minimum payment shown on your periods billing statement. The minimum

BUSH & RAMIREZ, L.L.C.

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W. KEITH WIER
kwier@bushramirez.com

BOARD CERTIFIED IN CONSUMER AND COMMERCIAL LAW
by the Texas Board of Legal Specialization

September 14, 2011

Via Certified Mail RRR 7010 1060 0002 1614 5002

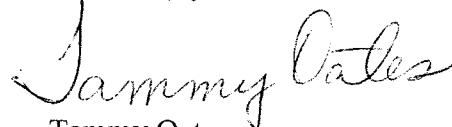
Jerry P. Stevens
1516 South Lamar # 12
Austin, Texas 78704

Re: Case No. 1:11-cv-00397-LY; *Jerry P. Stevens v. CardWorks Servicing, LLC and Advanta Bank Corp.*; In the United States District Court for the Western District of Texas, Austin Division

Dear Mr. Stevens:

Please find enclosed the Verification that was inadvertently left off of Defendant, CardWorks Servicing, LLC's Objections and Answers to Plaintiff's First Set of Interrogatories.

Very truly yours,


Tammy Oates
Secretary to Hollis G. Price, Jr.

/tdo

Enclosure

VERIFICATION

STATE OF NY §
COUNTY OF Nassau §

Before me, the undersigned notary public, personally appeared Alfred Vieira, and after I administered an oath to him/her, upon his/her oath, he/she said that he/she read the foregoing instrument and the facts stated therein are within his/her personal knowledge and are true and correct.

Alfred J. Vieira
Signature
For CardWorks Servicing, LLC

Alfred G. Vieira
Printed Name
For CardWorks Servicing, LLC

SWORN TO AND SUBSCRIBED before me by Kristina Pennisi on this the 31 day of August, 2011.


Notary Public in and for
the State of New York

Kristina Pennisi
Notary Public, State of New York
No. 01PE6128170
Qualified in Nassau County
Commission Expires June 6, 2013